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Contract Database Metadata Elements

Title: **Niskayuna Central School District and Niskayuna Educational Secretaries Association (2007)**

Employer Name: **Niskayuna Central School District**

Union: **Niskayuna Educational Secretaries Association**

Effective Date: **07/01/07**

Expiration Date: **06/30/12**

PERB ID Number: **5759**

Unit Size: **22**

Number of Pages: **32**

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SEC/5754

AGREEMENT

BETWEEN

THE NISKAYUNA CENTRAL SCHOOL DISTRICT

AND THE

NISKAYUNA EDUCATIONAL SECRETARIES ASSOCIATION

JULY 1, 2007- June 30, 2012

RECEIVED

FEB 02 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

It shall be the public policy of the Niskayuna Central School District ("District") and the purpose of the Agreement to promote harmonious and cooperative relationships between the District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the district. This Agreement is made between the District and the Niskayuna Education Secretaries Association ("NESA").

BASIC RIGHTS

- A. NESA shall have the sole and exclusive right to represent all employees in the negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; to designate its own representatives and to appear before any appropriate official of the District to effect such representation; to direct, manage and govern its own affairs; to determine and pursue the wishes of the membership free from any interference, restraint, coercion or discrimination by the District or any of its agents.
- B. There shall be no discrimination by the Board or NESA, or the representatives of either of them, against any employee on account of membership in the Unit, or absence thereof, or because of race, creed, color, sex, age or national origin.

ARTICLE 1

RECOGNITION

Section 1. The District has recognized NESA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of full and part-time employees serving in permanent positions in a negotiating unit including the following positions:

Typist
Account Clerk Typist
Senior Account Clerk
Payroll Audit Clerk
Executive Secretary I
Executive Secretary II

Section 2. NESAs shall have exclusive payroll deductions of membership dues under the following conditions:

- A. 1. NESAs shall provide a signed authorization from the individual and transmit it to the Business Office. The deduction will begin with the second payroll after submittal.
- 2. The authorization shall be on a form approved by the District. Once this authorization has been filed, it need not be renewed each year. Any changes in the amount of dues to be deducted will be made automatically in accordance with number 3 herein below.
- 3. The deduction shall be at a rate derived by dividing the number of pay periods into the amount of the unified membership dues.

NESA will notify the Business Office by August 1 of the amount the dues will be for that year and the amount to be deducted each payroll. The deductions will begin with the first payroll in September and will continue until the total is deducted.

- 4. An individual may revoke the authorization by filing a form supplied by the District with the Business Office. The deduction is to cease by the second payroll following the revocation.
 - 5. The District is not responsible for collection of any balance due when an individual revokes the authorization or when an individual drops from payroll by resignation or otherwise. An individual may make a timely request to have deducted any balance of dues owed.
 - 6. Payment of such dues withheld shall be made to the Treasurer of NESAs within five days following each payroll date.
- B. Repayment of loans from the First Teachers Federal Credit Union will be made according to the schedule provided by the member provided that the schedule is in even amounts except for a first or last balancing payment, and provided that the authorization is filed with the Business Office.
 - C. The Board of Education ("Board") shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The Board will provide for overall administration of the United Way Appeal, and NESAs will distribute information concerning the United Way Appeal and transfer pledges or contributions to the district liaison person with the United Way.
 - D. The Board shall provide payroll deduction of a regular amount at each payroll period for the systematic savings through the Credit Union.

Section 3. NESAs agree that it will not assert the right to strike against the District, to assist or participate in any such strike, any other concerted stoppage of work or slowdown by its members, or to impose obligation upon its members to conduct, assist, or participate in such a strike.

Section 4. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications of the Agreement shall continue in full force and effect.

Section 5. This agreement is the result of collective negotiations between the District and NESAs. This Agreement shall supersede any rules, regulations, or practices of the District, which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the District with respect to all matters not specifically covered in this Agreement shall remain rights and prerogatives of the Board.

Section 6. Before the District adopts a change in policy covered or not covered by this Agreement, but which affects salaried office employees, terms and conditions of employment, change or modification of job classifications, the District will notify NESAs in writing that it is considering such a job change. NESAs will have the opportunity to respond in person or in writing to the District over such proposed change, provided that it file such a request with the District within 10 working days after receipt of said notice.

ARTICLE 2

DEFINITIONS

Section 1. "District" means the Central School District No. 1 of the Towns of Niskayuna and Glenville, Schenectady County; Clifton Park, Saratoga County; Colonie, Albany County; commonly known as the Niskayuna Central School District.

Section 2. "Employee" means all employees of the District serving in Schenectady County Civil Service Commission classified position in the "Secretarial Service negotiating unit", except substitute personnel, as defined in policy 9610.0 of the District.

Section 3. "Full time". As used in this Agreement "full time" means an employee scheduled to work 35 or more hours per week.

ARTICLE 3

PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1. Upon a request of either of the parties for a meeting to open negotiations, a mutually acceptable meeting date shall be set between February 15 and March 1. A later date may be set by mutual consent of the parties.

Section 2. Designated representative(s) of the District shall meet at such mutually agreed upon places and times with representatives(s) of NESA for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. All parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

Section 3. All parties shall furnish each other in good faith available information which is requested by the other party and which is appropriate to the items being negotiated.

Section 4. The parties may call upon consultants to assist in preparing for negotiations, and to advise them during negotiations. The expense of such consultants shall be borne by the parties requesting them.

Section 5. When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated and initialed by a representative of the parties to the negotiations. The final agreement shall be submitted to NESA and the Board for ratification.

Section 6. Should an impasse be reached in negotiations, the pertinent provisions of the Taylor Law will apply.

ARTICLE 4

SALARY AND RELATED ITEMS

Section 1.

- A. Annual Wage Increase - For a permanent office employee to receive a wage increase, the date of the official appointment must be no later than January 1.
- B. Promotion - When personnel are promoted from positions within the negotiating unit, experience and qualification will be considered and they shall receive at least a 5% increase over their current rate of pay for each job classification promoted.
- C. The Superintendent or designee shall determine starting salaries of new employees taking into consideration qualifications and experience.

Range - A salary rate with a minimum shall be established as follows:

<u>Job Classification</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>
A-Typist/Account Clerk Typist	\$11.50	\$11.73	\$11.96	\$12.20
B-Executive Sec. I	\$13.47	\$13.74	\$14.01	\$14.29
C-Executive Sec. II	\$14.55	\$14.84	\$15.14	\$15.44
D-Sr. Account Clerk/Payroll Clerk	\$15.63	\$15.94	\$16.26	\$16.59

D. Wage Increases

7/1/07	4.50%
7/1/08	4.40%
7/1/09	4.35%
7/1/10	4.30%
7/1/11	4.25%

Salaries are to be pro-rated for 10 & 11-month employees. Employees must be hired prior to January 1 to receive the increase due the following July 1.

- D. Longevity. A longevity increment is to be granted after 5 years, a second increment after 10 years, a third increment after 15 and a fourth after 20 years of full time service in the District. Payment will be made the first payroll after the anniversary date.

The longevity increments will be granted as follows:

1. After 5 years of full-time service - \$450.
2. After 10 years of full time service - \$900.
3. After 15 years of full-time service - \$1350.
4. After 20 years of full-time service - \$1800.

- E. Overtime Pay. Full time employees hired after July 1994 shall work thirty-seven and one-half (37 1/2) hours per week at straight time and shall receive time and one-half pay for work over 37 1/2 hours in a week. In computing overtime, paid leave used during the pay period, excluding vacation and holidays, will be counted as time worked.

Full time employees hired prior to July 1994 will be paid at time and one half for hours worked beyond the seven (7) hour day.

Note: Compensatory time (Comp time) will not be an available option.

- F. Obtaining substitutes. School building secretaries who are assigned by their principals the task of obtaining substitutes for Teaching Assistants shall receive an annual stipend of three hundred dollars (\$300.00) for such assignment. Payment of the \$300 stipend shall be made in December of each year.

ARTICLE 5

RETIREMENT PROVISIONS

- A. Retirement The District shall provide the 1/60 non-contributory New York Retirement Plan known as the 75-e program and Sections 41j of such Retirement System which allows an employee to use up to 190 days of unused accumulated sick leave for the purpose of obtaining additional service retirement credit.

The District shall continue to provide Section 60B guaranteeing a minimum death benefit of three times the annual rate of pay with a maximum amount of \$20,000.

The District will adopt the Section 75-i option under the New York State Employees Retirement System effective July 1, 1992. Such option will be provided, pursuant to law, to eligible Tier I and Tier II employees.

B. Retirement Compensation

1. Eligibility

To be eligible, an employee must meet the following conditions:

- (a) The employee must be a full-time staff member of the District.
- (b) The employee must be fifty-five years of age or more and be eligible for benefits under the New York State Retirement System.
- (c) The employee must have been a full-time employee in the District for a minimum of 10 years to qualify for this program.

2. Benefit Payment

- (a) The employee who is eligible under the above stated requirements must give written notice to the District of intent to retire no later than three months prior to the date of actual retirement. If there are extenuating circumstances, the Superintendent may waive the three-month notice requirement.
- (b) Employees who retire with at least 10 years service in the Niskayuna Central School District under the rules of the New York State Employees Retirement System shall receive a retirement benefit of 25% of the employee's final year's salary.
- (c) The retirement incentive shall be paid as follows: 100% of the incentive shall be paid within thirty days of the actual retirement date. The payment shall be paid by the District as a Non-Elective Employer Contribution to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The payment will be directed to the 403(b) fund up to the amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs. The remainder, if any, of the incentive shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten working days of each installment.

The district will select a 403(b) provider approved by the NESA as long as there is such a qualified provider for remittal of non-elective employer contributions. Should there not be such a qualified provider approved by the NESA at any time, the District and the NESA will mutually determine and agree to a sole

403 (b) provider for remittal of non-elective employer contributions. Until such agreement between the District and the NESAs is reached, the District shall select a sole 403(b) provider for remittal of non-elective employer contributions. This provider may be changed through mutual agreement but must be utilized by everyone eligible on a prospective basis.

In the event that a change in Federal or State Law preclude the employer from contributing the retirement incentive to tax sheltered account, thereby obviating the intent of this agreement, the payment of the retirement incentive shall be paid directly to the employee through payroll, in two equal installments as outlined above, as taxable compensation and reported on the employee's W-2.

Final year's average salary is computed as the salary received in the 12 months prior to the date of retirement.

ARTICLE 6

HEALTH BENEFITS

A. Health Insurance.

Comprehensive Health Insurance – Medical and Dental

Effective 9/1/08, the District will provide health insurance through the Blue Cross EPO (Exclusive Provider Organization) and the Blue Cross PPO (Preferred Provider Organization) plans. The District will provide dental insurance through a self funded, point of service plan that will be administered by Delta Dental. This benefit shall be provided to members of the negotiating unit who are employed not less than 30 hours per week for ten months of the year.

The extent of coverage is described in the Niskayuna Central School District EPO plan document dated 4-15-2004, PPO plan description (6/15/2006), and Delta Dental Plan Summary (5-15-2004), and are included in Appendices B, C, and D, respectively.

EPO and Dental Premiums

The percentage of payment for the Blue Cross EPO plan and the Delta Dental plan shall be as follows:

<u>Effective Date</u>	<u>District %</u>	<u>Employee %</u>
Sept. 1, 2008	80%	20%
July 1, 2009	80%	20%
July 1, 2010	80%	20%
July 1, 2011	79%	21%

PPO Premiums

The District shall pay the same dollar amount as it pays for the EPO plan toward the cost of coverage for the PPO plan upon five years of service.

Retiree Health Insurance

When an employee retires with at least five years of qualifying service (30 hours or more per week) in the district the employee shall be eligible for continued medical-dental insurance coverage.

For the EPO plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%. For the PPO plan, the District shall pay the same dollar amount it would pay for the EPO plan toward the cost of the PPO plan for retirees. For the dental plan the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%

- B. Life Insurance. Employees that elect to enroll in the districts health insurance program shall receive \$2,000. of Life insurance coverage. The District shall pay 25% of the premium cost of such insurance and the employee shall pay the remaining 75%.
- C. Disability Benefits. Employees working thirty hours or more per week for ten months of the year are required to contribute to the District's short-term disability benefits program. The short-term benefit equates to 60% of weekly earnings and the long-term benefit equates to 60% of monthly earnings.. The employee shall pay the portion of the premium covering the short term disability benefit and the employer shall pay that portion of the premium covering the long-term benefit.
- D. "Grandfathered" Benefits. An employee who had previously qualified for benefits by working 30 hours or more, but whose time is decreased by the district from the 30 hour per week qualifying threshold shall continue to receive benefits. This provision shall not serve to provide benefits to employees who do not qualify and have never qualified.

ARTICLE 7

RESIGNATIONS, VACANCIES AND LAYOFF

- A. Resignations. When an employee voluntarily resigns a position, as much advance notice as possible shall be given, but in no case less than two weeks.
- B. Job Vacancies. Promotions and/or Vacancies and New Positions. In the event of a vacancy or the creation of a new position or a promotional opportunity, the position shall be posted at least one week prior to the time provided for applicants to make application in order to give the present staff an opportunity to apply.

If the qualifications of the applying employees are equal, the position as described in the first sentence shall be filled on the basis of District seniority with the most senior employee(s) being given such position(s).

- C. Layoff. In the event of layoff, whereby the number of personnel is cut back for any reason deemed necessary by the Board, layoffs within each job classification shall be upon the basis of seniority and those with the least amount of service shall be the first to be severed.

Seniority shall be determined by the employee's length of service with the District. The only leave time that will be counted in determining length of service is FMLA approved leaves of absence. Upon return to work all benefits to which he/she is entitled at the time of return from such leave shall be available to the employee.

ARTICLE 8

HOLIDAYS

- A. All 11 and 12 month employees shall follow the school calendar and receive the following paid holidays:

Independence Day	Day Before Christmas
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Jr.
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
	Memorial Day

- B. Any employee who is called in for duty on a recess as defined in the school calendar will be paid at a rate of one and one-half times the employee's hourly rate.
- C. Any employee who is called in for duty on a paid holiday or on a Sunday will be paid at a rate of double the employee's hourly rate.

ARTICLE 9

WORK DAY/YEAR

- A. The time of the seven-hour workday is to be that which is best suited to the needs of the department or school such as determined by the supervisor and the employee. The day shall include a minimum of a 30-minute lunch period making a minimum of seven and one-half hour elapsed time for the day.

On one-half the number of work days in a year, the District may schedule bargaining unit employees to a seven and one-half (7 1/2) hour work day and a 30 minute lunch period, making an elapsed time of 8 hours for the day. However, full time employees hired after July 1994 shall work an eight- (8) hour day, inclusive of a 30-minute lunch period.

- B. The work year for 12-month employees is from July 1 through June 30, exclusive of vacations, approved holidays, Saturdays and Sundays.

- C. The work year for 11 month employees is from July 1 through June 30, with the exception of 23 days off without pay either in July or August or a part thereof unless otherwise mutually agreeable; and exclusive of school recess periods, approved holidays, Saturdays and Sundays. The time off is to be approved by the immediate supervisor.
- D. The work year for 10 month employees is from September 1 through June 30, exclusive of school recess periods, approved holidays, Saturdays and Sundays.
- E. The work year for part-time employees (less than 17.5 hours) appointed by the Board and full-time employees employed for a part of a year, is for the period of actual work performance. No credit for school recess periods or approved holidays will be granted.

ARTICLE 10

LEAVES AND ABSENCES

Section 1. Illness - Personal

- A. Employees hired on a 12-month basis may be allowed 12 full days of sick leave each year for personal illness.
- B. Employees hired on an 11-month basis may be allowed 11 full days of sick leave each year for personal illness.
- C. Employees hired on an 10-month basis may be allowed 10 full days of sick leave each year for personal illness.
- D. Part-time employees appointed by the Board and full time employees employed for a part of a year, may be allowed up to five days of sick leave each year for personal illness.
- E. In the event of a long-term absence due to illness, the employee shall utilize the sick leave allowance available under this policy until not more than five days of sick leave remains available. The employee shall have the option of reserving not more than five days of sick leave before receiving benefits under the Disability Insurance Program provided the request is made in writing prior to five days before the sick leave allowance is to be full used. An election to reserve up to five days of the sick leave allowance may not be revoked.
- F. All sick leave shall be credited as of July 1 of each year. Sick leave shall be allowed to accumulate to a maximum of 190 days calculated as of June 30 of each year. Sick leave may be used in units of one-quarter day increments.

Section 2. Death and Illness - Family

- A. Each employee may be allowed up to five full days each year for an absence due to death and illness in the immediate family, with no loss in pay. The immediate supervisor is to be notified in advance of the absence unless emergency prohibits.

Members of the immediate family include husband, wife, children, brothers, sisters, father and mother, grandparents, and any other persons with whom the employee has developed an immediate family-like obligation due to past personal relationships.

In the event of more than one death in the immediate family during the year, the leave time may be extended up to a maximum of five days with the approval of the Superintendent or his/her designee.

Section 3. Personal Business - Other than School Related

- A. Each 10, 11 and 12 month employee may be allowed up to four full days each year for business other than related to school with no loss of pay.
Part-time personnel may be allowed up to two days each year for business other than that related to school with no loss of pay.

A personal day may be used provided the criteria below are met;

1. The general reason is given at the time of the request.
2. Advance notice is given, unless emergency prohibits.
3. Approval is given by immediate supervisor.
4. Personal business cannot be taken care of outside of working hours. Personal business leave will not be granted for an employee's wedding or honeymoon.

- B. Personal business days may not be taken preceding, on, during or immediately following a school vacation day, a holiday, the employee's vacation or the first and last weeks of school. Where a true emergency exists the employee must give reasons for requesting the business day(s) to the immediate supervisor.
- C. Unused business leave days shall be added to the employee's accumulated sick leave.

Section 4. Unpaid Leave

Unpaid leaves of absence may be given individual consideration by the Superintendent provided:

1. The employee has a permanent Civil Service status.
2. The reason for inability to work is given in writing.
3. The absence is not more than one year.
4. The employee has been in this position for a minimum of one continuous year.
5. The employee, except for medical reasons, must request such leave at least three months prior to the starting date. If there are extenuating circumstances, the Superintendent may waive the three-month notice requirement.
6. Employees on an unpaid leave of absence may continue their insurance coverage by paying the full premium during the term of the leave.

An employee granted leave has the right to return to fill his or her own position if leave does not exceed one year. The Superintendent shall be notified of the intent to return to the District at least four months prior to the termination of the leave. If there are extenuating circumstances, the Superintendent may waive the four-month notice requirements. The period of absence does not count toward an increment or other benefits.

Section 5. Jury Duty Leave

An employee called for jury duty leave shall be granted leave to serve, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal salary as computed on a daily basis and the daily jury duty fee paid by the court, and provided further that the Board shall only be obligated to pay said difference. If excused from jury duty, the employee is to report to their place of employment for the balance of the day.

Section 6. Child Rearing Leave

An employee, upon 30 days written notice to the Superintendent, may request a leave, without pay, for purposes of child rearing, for up to one year. In the case of the adoption of an infant child the employee shall provide the District with reasonable notice depending upon the notice received by the employee of the arrival of the child.

No benefits shall accrue during the period of the leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. A child rearing leave may be shortened or extended upon written application to and with the approval of the Superintendent.

ARTICLE 11

VACATIONS

All 12 month employees may roll forward up to a maximum of five vacation days.

12-month employees shall be entitled to the following vacation schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-5 years	10
6-15 years	15

one additional day per year to a maximum of 20 days.

Eleven month employees shall receive the school recess periods, as determined by the approved school calendar, as their vacation period.

Vacations

Vacations may be scheduled at one or more time periods under the following conditions:

1. If at all possible, the first two weeks are to be taken the last week of July and the first week of August. Any exceptions should be requested in writing to the Assistant Superintendent.
2. Vacation is to be scheduled in periods of not less than one week except that when the vacation time equals a number of days other than a multiple of five, such days may be taken at the rate of one or more days at a time.
3. Vacations are to be taken on non-school days if taken during the school year, and between the first day of the week in which July 1 occurs and second Friday prior to the first day of school, if taken during the summer.
4. Vacations are to be prior approved by the administrator responsible for the category of personnel.
5. When the work of the District makes it undesirable to schedule all vacation time according to personnel requests, personnel with seniority are to be given first consideration.
6. Any exceptions are to be approved by the Superintendent or designee on the basis of special needs of the staff members and the degree of interference with the program of the schools.
7. A retiree shall be granted vacation pay on the basis of proportionate time for a part year.

ARTICLE 12

SNOW OR OTHER ADVERSE WEATHER DAYS

When a snow day is declared by the District, all employees covered by this Agreement shall receive the day off without loss of pay.

Any employee called in to work on a declared snow day or who is actually working at the time of the declaration shall be paid at time and a half for the time worked. This clause shall not apply if the declaration is made after the start of pupil school day.

ARTICLE 13

EVALUATIONS AND CONFERENCES

- A. Evaluation Procedure. To assure evaluating of new secretarial and clerical employees which will maintain current high standards and facilitate improvement of employees through personal interviews.
1. The Civil Service Performance Rating Sheet is to be impartially completed by the immediate supervisor. This rating sheet is to be evaluated by an administrator who is cognizant of both the duties and capabilities of the employees.
 2. The supervisor will review the rating sheet(s) with the employee prior to permanent appointment.
 3. The supervisor shall discuss weaknesses of employee and recommend possibilities for improvement.
 4. The employee shall sign this rating sheet to signify their knowledge of the rating.
 5. A copy of this evaluation rating sheet(s) should accompany the recommendation for permanent appointment.
- B. Conference - Whenever the Superintendent or designated representative authorizes an employee to attend a conference or workshop, the employee or employees shall be given time off with pay as well as with reimbursement for reasonable expenses necessarily incurred.

- C. Course - If an employee is authorized by the Superintendent to take a course, the employee shall be paid the respective hourly rate up to forty (40) hours. For all hours in excess of 40, the employee shall be paid a one and one-half the hourly rate, while in actual attendance of said course.

ARTICLE 14

RECLASSIFICATION AND REALLOCATION

The District agrees to meet with a committee consisting of three members of NESA for the purpose of discussing the duties and responsibilities of any classified position at least once per year, if so requested by NESA. Ten days notice shall be given. This Section shall not be deemed to relinquish the right of NESA or an employee to proceed under the Civil Service Law of the State of New York or Schenectady County.

ARTICLE 15

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 16

WAIVERS

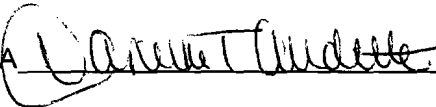
The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and that no negotiations on this agreement will be conducted on any item contained herein, or not, during the life of this agreement, unless by mutual agreement of both parties.

ARTICLE 17

DURATION

This Agreement is for the duration of the contract year July 1, 2007 to June 30, 2012.

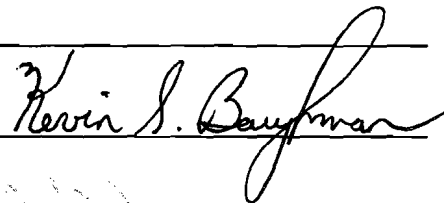
DATE 6/26/08

NESA 

DATE _____

NESA _____

DATE 6/26/08

DISTRICT 

DATE 6/26/08


PRESIDENT, BOARD OF EDUCATION

ARTICLE 18
GRIEVANCE PROCEDURE

Section 1. Purpose

It is the policy of the District and NESa that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in later grievance proceedings.

Section 2. Definitions

- A. A 'grievance' is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An 'employee' is any person in the unit covered by this agreement.
- C. An 'aggrieved party' is the employee or group of employees who submit a grievance.

Section 3. Submission of Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a 'grievance' is being raised.
- B. Each grievance shall be submitted in writing on a form approved by the District and NESa and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and the redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted in writing within 30 days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. The aggrieved party may be represented at any formal level of the procedure by a representative of his or her choice.

Section 4. Grievance Procedure

A. Unit Supervisor

The Unit Supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response of the Unit Supervisor or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Assistant Superintendent.

B. Assistant Superintendent

The Assistant Superintendent or his or her designated representative shall, upon request, confer with the aggrieved party(ties) with respect to the grievance and shall deliver to the aggrieved party(ties) a written statement of his or her position with respect to it no later than two weeks after it was received.

C. Board of Education

Within five days of the determination by the Assistant Superintendent, if the aggrieved is not satisfied, the employee may make written request to the Board for review and determination. The Board or subcommittee thereof will hold a hearing within 10 days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final decision within fifteen calendar days after the hearing.

D. Arbitration

1. In the event the NESA wishes to appeal a decision at Step 4, it may appeal to arbitration by filing a demand for arbitration upon the New York State Public Employment Relations Board (with a copy to the Superintendent) within 15 working days of the receipt of the Step 3 decision. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.
2. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which NESA claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, and in the event that such an issue is raised, the Superintendent may return the matter to Step 3 for further determination.

3. The arbitrator shall be selected using the services and procedures of the New York State Public Employment Relations Board. The Rules of the New York State Public Employment Relations Board, as amended by this Agreement, shall govern the arbitration.
4. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred and if so what the remedy shall be. Should the District or NESa contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.
5. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.
6. If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.
7. An award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

Section 5.

The time limits at any step(s) may be extended by written mutual consent of the parties.

GRIEVANCE FORM

Date of Filing _____

Stage

1. Unit Supervisor _____

2. Asst. Supt. _____

3. Bd of Educ. _____

Grievant:

Position: _____ Building: _____

1. Contract Provision Alleged Violated: _____

2. Time, Date, Place of Occurrence: _____

3. Statement of the Grievance (include events and conditions of the Grievance and person responsible). _____

3. Redress Sought: _____

Grievant's Signature _____

4. Response: _____

Date

Signed

Grievant's response to the District Initial applicable statements:

_____ POSITION

_____ I hereby accept the above determination.

_____ I hereby decline the above determination and
I intend to process the grievance to the next stage.

Signature of Grievant

Date

Use additional sheets if necessary

**EPO
Niskayuna Central School District**

Benefit	In-Network¹
Lifetime Maximum	Unlimited
Dependent Children	To age 23 ; full-time students to age 25
Home/Office/Outpatient Care	
Home/Office Visits	\$15 copay
Annual Physical Exam	\$15 copay
Well-Child Care (Up to age 19; including covered immunizations)	\$0
Well-Woman Care	\$15 copay
Emergency Room/Facility (initial visit per occurrence)	\$50 copay (Waived if admitted within 24 hours)
Surgery ² , Pre-surgical Testing, Anesthesia	\$0
Chemotherapy, Radiation Therapy	\$0
Maternity Care	\$0
Mammograms	\$0
Cervical Cancer Screenings	\$0
Laboratory Tests, X-rays	\$0
MRI ³ /MRA ²	\$0
Allergy Testing & Treatment	\$15 copay (Waived for treatment)
Chiropractic Care	\$15 copay
Home Healthcare ² (Up to 200 visits per calendar year)	\$0
Home Infusion Therapy ²	\$0
Hospice Care ² (Up to 210 days per lifetime)	\$0
Physical Therapy ² (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copay
Other Short-Term Rehabilitative Therapies ² — Speech/Language, Occupational, Vision (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copay
Cardiac Rehabilitation ²	\$15 copay
Second Surgical Opinion ⁴	\$15 copay
Kidney Dialysis	\$0

- (1) Network provider delivers care.
- (2) Precertification by our Medical Management is required or penalties will apply. The member or a participating network physician or vendor must contact our Medical Management Program. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.
- (3) Precertification by our Behavioral Healthcare Management Program is required.
- (4) Copay waived for Second Surgical Opinion if arranged through Medical Management.

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with our Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

EPO

Benefit	In-Network ¹
Inpatient Care²	
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)	\$0
Surgery, Surgical Assistant, Anesthesia	\$0
Physical Therapy, Physical Medicine or Rehabilitation (Up to 30 inpatient days per calendar year)	\$0
Skilled Nursing Facility (Up to 60 days per calendar year)	\$0
Mental Health³	
Outpatient Visits in Office or Facility (Up to 20 outpatient visits per calendar year)	\$25 copay per visit
Inpatient Care (Up to 30 inpatient days per calendar year)	\$0
Alcohol/Substance Abuse³	
Outpatient Visits (Up to 60 outpatient visits, which include 20 family counseling visits per calendar year)	\$0
Inpatient Detoxification (Up to 7 days detox per calendar year)	\$0
Other	
Medical Supplies	\$0
Durable Medical Equipment ²	\$0
Prosthetics & Orthotics ²	\$0
Ambulance (air ambulance ²)	\$0
Prescription Drugs Retail Program – One copay required for up to a 30-day supply	\$0 Deductible \$10 copay for generic \$20 copay for brand \$40 copay for non-formulary Includes Oral Contraceptives (Retail & Mail-Order)
Mail-Order Program ⁴ – Only two copays required for a 90-day supply	\$0 Deductible The Mail-Order Program has the same copayments as the Retail Program listed above.
Routine Vision Care (Through Davis Vision network of providers at 1-800-999-5431)	\$5 copay for 1 exam every 24 months \$10 copay for frames \$25 copay for contact lenses

(1) Network provider delivers care.

(2) Precertification by our Medical Management Program is required or penalties will apply. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.

(3) Precertification by our Behavioral Healthcare Management Program is required.

(4) To receive a 90-day supply of prescriptions through our Mail-Order Program, the prescription must be written specifically for a 90-day supply.

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with our Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

NISKAYUNA CENTRAL SCHOOL DISTRICT - PPO

Benefit	In-Network ¹	Out-of-Network ^{2,3}
Deductible	N/A	\$500/\$1,250
Coinsurance	N/A	30%
Coinsurance Stop Loss	N/A	\$5,000/\$12,500 / (\$1,500/\$3,750 out of pocket)
Lifetime Maximum	Unlimited	\$1,000,000
Dependent Children	To age 23; full-time students to age 25	To age 23; full-time students to age 25
Home/Office/Outpatient Care	Member Pays	Member Pays
Home/Office Visits	\$15 copay	Deductible and Coinsurance
Annual Physical Exam	\$15 copay	Covered in-network only
Well-Child Care (Up to age 19; including covered immunizations)	\$0	Deductible and Coinsurance
Well-Woman Care	\$15 copay	Deductible and Coinsurance
Emergency Room/Facility (initial visit per occurrence)	\$50 copay (Waived if admitted within 24 hours)	\$50 copay (Waived if admitted within 24 hours)
Surgery ⁴ , Presurgical Testing, Anesthesia	\$0	Deductible and Coinsurance
Chemotherapy, Radiation Therapy	\$0	Deductible and Coinsurance
Maternity Care	\$0	Deductible and Coinsurance
Mammograms	\$0	Deductible and Coinsurance
Cervical Cancer Screenings	\$0	Deductible and Coinsurance
Laboratory Tests, X-rays	\$0	Deductible and Coinsurance
MRI ⁵ /MRA ⁵ , CAT Scan ⁶ , PET ⁶ & Nuclear Cardiology ⁶	\$0	Deductible and Coinsurance
Allergy Testing & Treatment	\$15 copay (Waived for treatment)	Deductible and Coinsurance
Chiropractic Care ⁸	\$15 copay	Deductible and Coinsurance
Home Healthcare ⁵ (Up to 200 visits per calendar year)	\$0	Coinsurance (no deductible)
Home Infusion Therapy ⁵	\$0	Covered in-network only
Hospice Care ⁴ (Up to 210 days per lifetime)	\$0	Covered in-network only
Physical Therapy ⁴ (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copay	Covered in-network only
Other Short-Term Rehabilitative Therapies – Speech/Language ⁴ , Occupational ⁴ , Vision (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copay	Covered in-network only

(1) Network provider delivers care.

(2) Out-of-network services (except Mental Health and Alcohol/Substance Abuse) are those from a provider that does not participate in Empire's PPO network, or with another Blue Cross and Blue Shield Plan through the BlueCard® PPO Program. (This does not apply to emergency benefits.) See (7) for Mental Health and Alcohol/Substance Abuse Services.

(3) Out-of-network (O-O-N) providers – those who do not participate in Empire's PPO network, or with another Blue Cross and Blue Shield Plan through the BlueCard® PPO Program. Out-of-network providers who do not participate with Empire or with another Blue Cross and Blue Shield Plan, may balance bill over Empire's allowed amount.

(4) You are responsible for obtaining precertification from Empire's Medical Management Program for these services provided in-area and out-of-area, in-network and out-of-network. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.

(5) For services received from an Empire PPO provider, the provider must precertify in-network services; Empire PPO providers cannot bill members beyond the copayment for covered services. Outside Empire's network area, you must obtain precertification from Empire's Medical Management Program for services from in-network BlueCard® PPO providers. You are responsible for obtaining precertification from Empire's Medical Management Program for in-area and out-of-area out-of-network services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained.

(6) Empire's network provider must precertify in-network services; Empire network providers cannot bill members beyond the co-payment for covered services. Precertification is not required for out-of-network services, nor for out-of-area in-network BlueCard® PPO provider services.

(7) You are responsible for obtaining precertification from the Behavioral Healthcare Manager for these services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained.

(8) Empire's network provider must obtain authorization for clinical/medical necessity for in-network services; Empire network providers cannot bill members beyond the in-network deductible and coinsurance for covered services. Authorization is not required for out-of-network services or for services rendered from in-network BlueCard® PPO providers outside of Empire's network area.

References continued on next page

NISKAYUNA CENTRAL SCHOOL DISTRICT - PPO

Benefit	In-Network ¹	Out-of-Network ^{2,3}
Cardiac Rehabilitation ⁴	\$15 copay	Deductible and Coinsurance
Second Surgical Opinion ⁹	\$15 copay	Deductible and Coinsurance
Kidney Dialysis	\$0	Deductible and Coinsurance
Inpatient Care⁴	Member Pays	Member Pays
Inpatient Care⁴		
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)		Deductible and Coinsurance
Surgery, Surgical Assistant, Anesthesia	\$0	Deductible and Coinsurance
Physical Therapy, Physical Medicine, or Rehabilitation (Up to 30 inpatient days per calendar year)		Deductible and Coinsurance
Skilled Nursing Facility (Up to 60 days per calendar year)	\$0	Covered in-network only
Mental Health⁷		
Outpatient Visits in Office or Facility (Up to 20 outpatient visits per calendar year)	\$25 copay per visit ⁷	Covered in-network only
Inpatient Care ⁷ (Up to 30 inpatient days per calendar year)		Covered in-network only
Alcohol/Substance Abuse⁵		
Outpatient Visits (Up to 60 outpatient visits which include 20 family counseling visits per calendar year)	\$0	Deductible and Coinsurance
Inpatient Detoxification (Up to 7 days detox per calendar year)		Covered in-network only
Other		
Medical Supplies	\$0	Covered in-network only
Durable Medical Equipment ⁵	\$0	Covered in-network only
Prosthetics & Orthotics ⁵	\$0	Covered in-network only
Ambulance (air ambulance ⁴)	\$0	Covered in-network only
Prescription Drugs ¹⁰		Covered in-network only
Retail Program – One copay required for up to a 30-day supply	\$0 Deductible \$10 copay for generic \$20 copay for brand \$40 copay for non-formulary Includes Contraceptives (Retail & Mail-Order)	
Mail-Order Program ¹¹ – Only two copays required for a 90-day supply	\$0 Deductible The Mail-Order Program has the same copayments as the Retail Program listed above.	
Routine Vision Care (Through Davis Vision network of providers at 1-800-999-5431)	\$5 copay for 1 exam every 24 months \$10 copay for frames/contacts \$15 additional copay on designer frames \$25 allowance for nonplan eyewear purchases	Covered in-network only

(9) In-network office visit copay applies to Second Surgical Opinion visit unless waived by Medical Management.

(10) This prescription drug coverage meets the CMS standard for Creditable Coverage under the Medicare Modernization Act of 2003.

(11) To receive a 90-day supply of prescription drugs through Empire's Mail-Order Program, the prescription must be written specifically for a 90-day supply.

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with Empire's Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

PPO BC Rev. Dec 05

Prepared on 06/15/2006ydw

**Dental Plan Summary
For
Delta Dental Proposal
5/17/04**

	Paid By Delta	Paid By Patient
(Annual Deductibles <u>DO NOT</u> apply to Diagnostic and Preventive Treatments)		
Diagnostic (exam & x-rays)	80%	20%
Preventive (semi-annual cleanings; fluoride treatments to age 23; sealants to age 14)	80%	20%
Basic Restorative (fillings)	80%	20%
Oral Surgery (extractions)	80%	20%
Endodontics (root canal therapy)	80%	20%
Periodontics (treatment of gum disorders)	80%	20%
Major Restorative (crowns)	80%	20%
Prosthodontis (dentures, bridgework)	80%	20%

Deductible: \$25 per person with a \$75 per family limitation

Annual Max: \$1,500

Delta Preferred participating dentists are paid at the Delta Preferred Maximum Plan Allowance.

Delta Premier participating dentists are paid at the Delta Premier Maximum Plan Allowance.

For eligible services provided by a non-participating dentist, Delta reimburses the enrollee up to the usual customary and reasonable amount. The non-participating dentist can bill enrollee for the difference between the reimbursement amount and the actual charge.